



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Garthwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

October 9, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO AFFILIATION AGREEMENTS WITH
CASA LOMA COLLEGE AND LONG BEACH COMMUNITY COLLEGE DISTRICT**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 2 to Exhibit I, Affiliation Agreement No. H-211085 with Casa Loma College, and Amendment No. 3 to Exhibit II, Affiliation Agreement No. H-202986 with Long Beach Community College District, to add additional Department of Health Services facilities as training sites for the Licensed Vocational Nurses Training Program and Nursing Services Training Program, effective upon Board approval, and thereafter, to continue in full force and effect for an indefinite period of time, subject to termination by either party upon 30 days advance written notice. There is no monetary exchange between the parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval of these amendments will allow the colleges to include additional Department of Health Services (DHS) sites as part of the observational and clinical experience obtained by students in the Licensed Vocational Nurses (LVN) and Nursing Services Training Programs.

The County has historically allowed various educational institutions to use its medical facilities for training purposes in various areas such as direct patient services, compliance with health facility procedures, and patient records procedures.

Board approval of these two amendments will expand the training sites available to students in the LVN and Nursing programs at Casa Loma College and Long Beach Community College District.

FISCAL IMPACT/FINANCING:

There is no monetary exchange between the parties.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The County has historically entered into affiliation agreements with a variety of educational institutions to allow students to obtain observational and clinical experience in various health care disciplines, not available in purely academic settings, at DHS facilities, under the supervision of the affiliated educational institutions.

The agreements benefit the County because the students' training programs include the provision of patient care at no direct cost to the County. In addition, the training programs conducted at DHS facilities assist in recruiting trained health professionals into County service who are already familiar with the County's facilities and programs as a result of their participation in these training programs.

Casa Loma College

On April 4, 2000, the Board approved an agreement with Casa Loma College for an LVN training program only at Martin Luther King, Jr./Drew Medical Center (MLK). On February 5, 2002, the Board approved Amendment No. 1 to add LAC+USC Healthcare Network (LAC+USC) as a second training site.

Amendment No. 2 will add the remaining DHS hospitals and facilities as additional training sites for the LVN training program and will also update standard language provisions, including HIPAA, Compliance with the County's Jury Service Program, and the Safely Surrendered Baby Law.

Long Beach Community College District

On November 16, 1993, the Board approved Agreement H-202986 with Long Beach Community College District for a dietetic training program at Rancho Los Amigos Medical Center (Rancho).

Between October 1994 and August 1995, the Board approved Amendment Nos. 1 and 2 to include "Supervision and Instruction" language provisions, and to add a radiologic technology services training program at Rancho, and a nursing services training program at all DHS Health Centers and Comprehensive Health Centers, and at Juvenile Court Health Services Detention Halls and Probation Camps.

Amendment No. 3 will update standard language provisions to include HIPAA, Compliance with the County's Jury Service Program and the Safely Surrendered Baby Law, and will add Harbor/UCLA Medical Center, High Desert Health System, MLK, LAC+USC, and Rancho as additional training sites to the existing nursing services training program.

DHS has determined that this is not a Proposition A agreement and is therefore not subject to the provisions of the County Living Wage Program.

The Honorable Board of Supervisors
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Training of students is consistent with the County's Vision Statement regarding the undertaking of programs which have public value and DHS' Organizational Goal No. 2, Workforce Excellence, by training students who may potentially become DHS employees and work in important health care fields.

The amendments have been approved as to form by County Counsel.

Attachment A provides additional information.

CONTRACTING PROCESS:

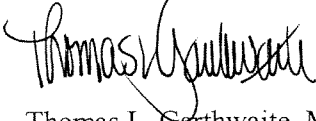
Affiliation agreements are not advertised on the Los Angeles County Online Web Site.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The recommended amendments to the two affiliation agreements will allow students to obtain practical and clinical experience at additional DHS facility sites and assist in recruiting trained health care professionals into County service.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:gh

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

BLETCD3006:GH
07/09/03

SUMMARY OF AGREEMENT1. Type of Service:

Provide observational and clinical experience for students at Department of Health Services facilities in Licensed Vocational Nursing and nursing training programs.

2. Name and Address of Affiliates
and Contact PersonsTraining Program(s)County Facilities

Casa Loma College
3761 Stocker Street
Los Angeles, CA 90008
Attention: John G. Simmons, President
Telephone: (323) 290-6440

Licensed
Vocational
Nursing

Harbor/UCLA Medical Center,
High Desert Health System,
Olive View/UCLA Medical Center,
Rancho Los Amigos National
Rehabilitation Center, DHS
Comprehensive Health Centers and
Health Centers

Long Beach Community
College District
4901 East Carson Street
Long Beach, CA 90808
Attn: Mr. Eloy Oakley
Vice President, Administrative Services
Telephone: (562) 938-4542

Nursing
Services

Harbor/UCLA Medical Center,
MLK/Drew Medical Center, High
Desert Health System, LAC +USC
Healthcare Network, and Rancho Los
Amigos National Rehabilitation
Center

3. Term:

The term of these amendments will commence upon Board approval, and thereafter, shall continue indefinitely until such time as either party terminates the agreement with 30 days advance written notice to the other party.

4. Financial Information:

There is no monetary exchange between the parties.

5. Approvals:

Harbor/UCLA Medical Center: Gail V. Anderson, Jr. M.D., M.B.A.

Contracts & Grants Division: Riley J. Austin, Acting Chief

County Counsel: Elizabeth Friedman, Senior Deputy

Contract No. H-211085-2

AFFILIATION AGREEMENT
UNIFIED SCHOOL/COMMUNITY COLLEGE DISTRICT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CASA LOMA COLLEGE
(hereafter "AFFILIATE").

WHEREAS, reference is made to that certain document entitled
"AFFILIATION AGREEMENT WITH CASA LOMA COLLEGE", dated April 4,
2000, and Amendment No. 1 thereto, all further identified as
County Agreement No. H-211085, (hereafter referred to as
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to make the changes described herinafter; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. That Paragraph 3 "Facilities", of Exhibit A, Licensed
Vocational Nursing Training Program (LVN), of Agreement shall be
amended to read:

"3. Facilities: Any facility or Health Program
established and operated by County as a County Hospital,

Comprehensive Health Center or Health Center, and/or Health Program at an administrative office or other approved location ("County Facility or Health Program") may be used as a County Training Site for this program.

2. Paragraph 12, "INDEMNIFICATION", and Paragraph 13, "INSURANCE", of the body of Agreement shall be deleted in their entirety and replaced with a new Paragraph 12 and all subsequent paragraphs will be numbered accordingly:

"12. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

A. Indemnification: Affiliate shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Affiliate's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Affiliate's indemnification of County, and during the term of this Agreement, Affiliate shall provide and maintain, and shall require all of its Affiliates to maintain, the following programs of insurance specified in this Agreement. Such insurance

shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Affiliate's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, 6th Floor-East, Los Angeles, California, 90012, Attn: Division Chief, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Affiliate to reduce or eliminate such deductible or self-insured retentions as they apply to County, or, require Affiliate to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(3) Failure to Maintain Coverage: Failure by Affiliate to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Affiliate resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Affiliate, County may deduct from sums due to Affiliate any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits: Affiliate shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Affiliate and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Affiliate arising from or

related to services performed by Affiliate under this Agreement.

(c) Any injury to an Affiliate employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Affiliate under the terms of this Agreement.

C. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations	
Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include

coverage for all "owned", "hired" and "non-owned vehicles, or coverage for "any auto".

(3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Affiliate is responsible. If Affiliate's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long Shore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which Affiliate is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following.

Each Accident:	\$1 million
Disease-policy limit:	\$1 million
Disease-each employee	\$1 million

(4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Affiliate, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate.

The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

D. Periodic Review and Update of the

Indemnification and Insurance Requirements: The County will review and periodically update the Indemnification and Insurance requirements included in this agreement based upon recommendations of the County's Chief Administrative Office, Risk Management Operations and Board approved policies regarding Indemnification and Insurance requirements."

3. Paragraph 26 (NOTICES) of the Agreement shall be renumbered to Paragraph 25 and amended as follows:

"25. NOTICES: Notices hereunder shall be in writing and sent to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices to be given by County under this Agreement.

Addresses and persons to be notified may be changed by appropriate written notice.

A. Notice to Affiliate shall be addressed as follows:

Casa Loma College
3761 Stocker Street
Los Angeles, California 90008
Attention: John G. Simmons
President/Chairman, Board of Regents
Telephone: (323) 290-6440

B. Notices to County shall be addressed as follows:

- (1) Department of Health Services
313 North Figueroa Street, 9th Floor
Los Angeles, California 90012
Attention: Chief Operating Officer
- (2) Department of Health Services
313 North Figueroa Street, 8th Floor
Los Angeles, California 90012
Attention: John Schunhoff
Chief of Operations
Public Health Programs & Services
- (3) Department of Health Services
Attention: Chief Medical Officers
(Harbor/UCLA Medical Center, High Desert
Health System, King/Drew Medical Center,
LAC/USC Healthcare Network, Rancho Los
Amigos Rehabilitation Center, and Olive
View Medical Center)
- (4) Department of Health Services
Contracts and Grants Division
313 North State Street, 6th Floor East
Los Angeles, California 90012
Attention: Division Chief

4. Paragraphs 26 through 34 shall be added to body of Agreement to read as follows:

"26. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients'

medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that the County has not undertaken any responsibility for compliance on contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to contractor's obligations under the HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY.

EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA."

"27. NOTICE TO EMPLOYEE REGARDING THE FEDERAL EARNED INCOME CREDIT: Affiliate shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015."

"28. PURCHASING RE-CYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Affiliate agrees to use recycled-content bond paper to the maximum intent possible on the project."

"29. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Affiliate to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Affiliate, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Affiliate's

performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Affiliate as it could pursue in the event of default by the Affiliate. Affiliate shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts."

"30. AFFILIATE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Affiliate acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Affiliate's duty under this Agreement to comply with all applicable provisions of law, Affiliate warrants that it is now in compliance and shall during the term of this Agreement maintain

compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earning Withholding Orders or Child Support Service Department (CSSD) Notices of Wage and Earning Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one (1) year, Affiliate shall submit to County's CSSD a completed Principal Owner Information Form (POI Form), incorporated herein by reference, Attachment I, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Affiliate's Principal Owners; (2) Affiliate has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Affiliate has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program Certification (CSCP Certification), also incorporated herein by reference,

Attachment II. Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement."

"31. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Affiliate to maintain compliance with the requirements set forth in Paragraph 30 "AFFILIATE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by Affiliate under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement."

"32. AFFILIATE'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Affiliate acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Affiliate understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply

Contractor with the poster to be used."

"33. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles Code.

A. Unless Affiliate has demonstrated to the County's satisfaction either that Affiliate is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Affiliate qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Affiliate shall have and adhere to a written policy that provides that its Employees shall receive from the Affiliate, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Affiliate or that the Affiliate deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Affiliate" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Affiliate and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period.

under one or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if:

- 1) the lesser number is a recognized industry standard as determined by the County, or
- (2) Affiliate has a long-standing practice that defined the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Affiliate uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provision of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Affiliate is not required to comply with the Jury Service Program when the Contract commences, Affiliate shall have a continuing obligation to review the applicability of its "exception status" from the Jury service Program, and Affiliate shall immediately notify County if Affiliate at any time either comes within the Jury Service Program's definition of "Affiliate" or if

Affiliate no longer qualifies for an exception to the Jury Service Program. In either event, Affiliate shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Affiliate demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Affiliate" and/or that Affiliate continues to qualify for an exception to the Program. Attached hereto, as Attachment III, is the required form, "County of Los Angeles Contract Employee Jury Service Program Certification Form and Application for Exception", to be completed by Affiliate.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Affiliate from the award of future County contracts for a period of time consistent with the seriousness of the breach.

"34. SAFELY SURRENDERED BABY LAW: The Affiliate shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to

safely surrender a baby. Such information and notice is set forth in Attachment IV of this Amendment."

5. That this Amendment shall become effective on the date of its approval by the County's Board of Supervisors.

6. That except for the changes set forth above, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Affiliate has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.,
Director and Chief Medical
Officer

CASA LOMA COLLEGE

Affiliate

By _____
Signature
Title Chief Executive Officer
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief of Contracts and Grants
Division

AMENDCD3008.gh
gh:7/24/03

Revised 3/7/2002

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

to: Child Support Services Department

Special Projects

P.O. Box 911009

Los Angeles, CA 90091-1009

FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

Contractor or Association Name as Shown on Bid or Proposal: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ FAX: _____

County Department Receiving Bid or Proposal: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box 1 is checked, no further information is required. Please sign and date the form below.

☐ No natural person owns an interest of 10 percent or more in this Contractor.

☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

Name of Principal Owner

Title

Payment Received
From Contractor

[YES]

[NO]

[YES]

[NO]

[YES]

[NO]

declare under penalty of perjury that the foregoing information is true and correct.

By: _____

Date: _____

Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Print Name)

(Title/Position)

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) _____,
hereby submit this certification to the (County department) _____,
pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) _____, an
independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) _____
is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the CSSD;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____
(Month and Year)

at: _____
(City/State) (Telephone No.)

by: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634
Telephone: (323) 832-7277 or (323) 832-7276

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**no shame.
no blame.
no names.**

now there's a way to
safely surrender your baby



The Safely Surrendered Baby Law A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Cloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

EXHIBIT A-2

LVN TRAINING PROGRAM

1. PURPOSE: The affiliation authorized by this Agreement allows Licensed Vocational Nurse (LVN) students from Casa Loma College to obtain observational and practical clinical experience in applied LVN training at the DHS facilities listed in Paragraph 3 hereinbelow.

This field experience fulfills a required portion of the total training program offered by Affiliate.

2. EVALUATION: At the end of each County July 1 through June 30 fiscal year, an evaluation of the program shall be filed with the administrator of the DHS facilities participating in the program.

3. FACILITIES: Any facility or Health Program established and operated by County as a County Hospital, Comprehensive Health Center or Health Center, and/or Health Program at an administrative office or other approved location ("County Facility or Health Programs") may be used as a County Training Site for this program.

4. TYPES/AREAS OF EXPERIENCE: The LVN experience County will endeavor to offer to students while at DHS' facilities includes:

a. Experience in direct patient services.

- b. Experience in interrelating with the total health care team at the facility.
- c. Experience in the use of equipment and supplies.
- d. Experience in following facility procedures.
- e. Experience in working under facility regulations.
- f. Experience with patient records and other required records keeping procedures.
- g. Experience in the application of students' training to clinical experience.

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Contract No. H-202986-3

AFFILIATION AGREEMENT
UNIFIED SCHOOL/COMMUNITY COLLEGE DISTRICT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

LONG BEACH COMMUNITY
COLLEGE DISTRICT (hereafter
"AFFILIATE").

WHEREAS, reference is made to that certain document entitled
"AFFILIATION AGREEMENT UNIFIED SCHOOL/COMMUNITY COLLEGE
DISTRICT", dated November 16, 1993, and Amendment Nos. 1 and 2
thereto, all further identified as County Agreement No. H-202986,
(hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement
to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. That Paragraph 3 "Facilities", of Exhibit C, Nursing
Services Training Program, shall be amended to read:

"3. Facilities: The following County Hospitals shall be added as additional County training sites for this program:

- a. Harbor/UCLA Medical Center
- b. High Desert Health System
- c. LAC/USC Healthcare Network
- d. Martin Luther King/Drew Medical Center
- e. Olive View Medical Center
- f. Rancho Los Amigos National Rehabilitation Center"

2. Paragraph 7, "SUPERVISION AND INSTRUCTION", of the body of Agreement shall be amended to read as follows:

"7. SUPERVISION AND INSTRUCTION: Students and their instructors shall be subject to the rules and regulations of the Department of Health Services' (hereafter, "DHS") facility to which they are assigned. Among other things, Director shall supply Affiliate with a copy of DHS' Quality Improvement Program Handbook, and Affiliate, its instructors, and students shall comply with this handbook's provisions.

Affiliate shall provide orientation to its instructors and students to ensure that the Health Services' Risk Management and Quality Assurance Program are adhered to while they are on County premises.

Instructors assigned by Affiliate to supervise and instruct at DHS' facilities are subject to approval of Director. Affiliate or Director may discontinue the assignment of any instructor at any time. In the event the discontinuance of an instructor in the program is the result of the "Director's request to Affiliate", Director will provide a written notice explaining the reasons therefore to Affiliate prior to or immediately following such request.

Affiliate shall, through its instructors, provide overall supervision and instruction at DHS' facilities. DHS shall provide observational opportunity and practical experience. DHS shall retain professional and administrative responsibility for services provided by instructors and students, and shall provide sufficient direction to instructors and students, and to ensure that the continuity and quality of service to patients are maintained. The selection of work assignments and DHS' patients with whom the students and instructors will work with will be subject to the approval of Director."

3. Paragraph 13, "INDEMNIFICATION", and Paragraph 14, "INSURANCE", of the body of Agreement shall be deleted in their entirety and replaced with a new Paragraph 13 and all subsequent paragraphs will be numbered accordingly:

"13. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

A. Indemnification: Affiliate shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Affiliate's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Affiliate's indemnification of County, and during the term of this Agreement, Affiliate shall provide and maintain, and shall require all of its Affiliates to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Affiliate's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division,

313 North Figueroa Street, 6th Floor-East, Los Angeles, California, 90012, Attn: Division Chief, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Affiliate to reduce or eliminate such deductible or

self-insured retentions as they apply to County, or, require Affiliate to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(3) Failure to Maintain Coverage: Failure by Affiliate to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Affiliate resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Affiliate, County may deduct from sums due to Affiliate any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits: Affiliate shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Affiliate and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Affiliate arising from or related to services performed by Affiliate under this Agreement.

(c) Any injury to an Affiliate employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Affiliate under the terms of this Agreement.

C. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations

Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned vehicles, or coverage for "any auto".

(3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Affiliate is responsible. If Affiliate's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long Shore and Harbor Workers' Compensation Act, Jones Act, or any

other federal law for which Affiliate is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following.

Each Accident	\$1 million
Disease-policy limit:	\$1 million
Disease-each employee	\$1 million

(4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Affiliate, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

D. Periodic Review and Update of the Indemnification and Insurance Requirements: The County will review and periodically update the Indemnification and Insurance requirements included in this agreement based upon recommendations of the County's Chief Administrative Office, Risk Management Operations and Board approved policies regarding Indemnification and Insurance requirements."

4. Paragraphs 23 through 36 shall be added to body of Agreement to read as follows:

"23. EMERGENCY HEALTH CARE: All DHS Hospitals and facilities will provide emergency health care to the Affiliate's assigned students and instructors as required while in the facility, to the extent staff and equipment are available to provide such care. All DHS Hospitals and facilities will not be required to furnish any student or instructor with non-emergency medical care for an illness or injury."

"24. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that the County has not undertaken any responsibility for compliance on contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to contractor's obligations under the HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA."

"25. ACCREDITATION AND STATE APPROVAL: Affiliate's training programs are fully accredited by a recognized educational institution accreditation body. Documentation of

such accreditation has heretofore been provided to Director. Such programs have also been approved to the extent legally required by the California Department of Education. If such accreditation or approval is discontinued or withdrawn, or both, this Agreement shall terminate on the effective date of such withdrawal or termination."

"26. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Affiliate's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Affiliate's compliance with all contract terms and performance standards. Affiliate's deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected will be reported to the Board of Supervisors."

"27. AFFILIATE'S RESPONSIBILITY AND DEBARMENT:

A. A responsible Affiliate is an Affiliate who has demonstrated the attribute of trust- worthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Affiliates.

B. Affiliate is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Affiliate on

this Agreement or other contracts, which indicates that Affiliate is not responsible, County may in addition to other remedies provided under this contract, debar Affiliate from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Affiliate may have with County.

C. County may debar Affiliate if the Board of Supervisors finds, in its discretion, that Affiliate has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Affiliate's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Affiliate may be subject to debarment, Director will notify Affiliate in writing of the evidence which is the basis for the proposed debarment and will advise Affiliate of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Affiliate or Affiliate's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Affiliate should be debarred, and, if so, the appropriate length of time of the debarment. If Affiliate fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Affiliate may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Affiliate, vendor, or principal owner of Affiliate, as defined in Chapter 2.202 of the County Code.

"28. NOTICE TO EMPLOYEE REGARDING THE FEDERAL EARNED INCOME CREDIT: Affiliate shall notify its employees, and shall require each subcontractor to notify its employees, that

they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015."

"29. PURCHASING RE-CYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Affiliate agrees to use recycled-content bond paper to the maximum intent possible on the project."

"30. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Affiliate to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Affiliate, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Affiliate's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Affiliate as it could pursue in the event of default by the Affiliate. Affiliate shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the

County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel of entertainment or tangible gifts."

"31. AFFILIATE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Affiliate acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Affiliate's duty under this Agreement to comply with all applicable provisions of law, Affiliate warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earning Withholding Orders or Child Support Service Department

(CSSD) Notices of Wage and Earning Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one (1) year, Affiliate shall submit to County's CSSD a completed Principal Owner Information Form (POI Form), incorporated herein by reference, Attachment I, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Affiliate's Principal Owners; (2) Affiliate has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Affiliate has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program Certification (CSCP Certification), also incorporated herein by reference, Attachment II. Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement."

"32. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Affiliate to maintain compliance with the requirements set forth in Paragraph 31 "AFFILIATE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by Affiliate under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement."

"33. AFFILIATE'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Affiliate acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Affiliate understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used."

"34. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles Code.

A. Unless Affiliate has demonstrated to the County's satisfaction either that Affiliate is not a " Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Affiliate qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Affiliate shall have and adhere to a written policy that provides that its Employees shall receive from the Affiliate, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Affiliate or that the Affiliate deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Affiliate" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Affiliate and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Affiliate has a long-standing practice that defined the lesser number of hours as full-time. Full-time employees providing short-term

temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Affiliate uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provision of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Affiliate is not required to comply with the Jury Service Program when the Contract commences, Affiliate shall have a continuing obligation to review the applicability of its "exception status" from the Jury service Program, and Affiliate shall immediately notify County if Affiliate at any time either comes within the Jury Service Program's definition of "Affiliate" or if Affiliate no longer qualifies for an exception to the Jury Service Program. In either event, Affiliate shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Affiliate demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Affiliate" and/or that Affiliate continues to qualify for an exception to the Program. Attached hereto, as Attachment III, is the required form,

"County of Los Angeles Contract Employee Jury Service Program Certification Form and Application for Exception", to be completed by Affiliate.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Affiliate from the award of future County contracts for a period of time consistent with the seriousness of the breach.

"35. SAFELY SURRENDERED BABY LAW: The Affiliate shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Attachment IV of this Amendment."

4. That this Amendment shall become effective on the date of its approval by the Board of Supervisors.

5. That except for the changes set forth above, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Affiliate has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.,
Director and Chief Medical
Officer

LONG BEACH COMMUNITY
COLLEGE DISTRICT

Affiliate

By _____
Signature

Erroy O. O'Neil
Title ~~ASSISTANT SUPERINTENDANT~~
(AFFIX CORPORATE SEAL)

*PRESIDENT AND
V.P. Admin. Serv.*

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief of Contracts and Grants
Division

AMENDCD3007.gh
gh:7/22/03

Revised 3/7/2002

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the CSSD is: 1) the Principal Owner's name, 2) his or her address, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

County: Child Support Services Department

Special Projects

P.O. Box 911009

Los Angeles, CA 90091-1009

FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

Contractor or Association Name as Shown on Bid or Proposal: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ FAX: _____

County Department Receiving Bid or Proposal: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box 1 is checked, no further information is required. Please sign and date the form below.

☐ No natural person owns an interest of 10 percent or more in this Contractor.

☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

Name of Principal Owner

Title

Payment Received
From Contractor

[YES]

[NO]

[YES]

[NO]

[YES]

[NO]

declared under penalty of perjury that the foregoing information is true and correct.

Signature: _____

Date: _____

Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Print Name)

(Title/Position)

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) _____,
 hereby submit this certification to the (County department) _____,
 pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as
 shown in bid or proposal) _____, an
 independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated
 member address) _____
 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the CSSD;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____
 (Month and Year)

at: _____
 (City/State) (Telephone No.)

by: _____
 (Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
 P.O. Box 911009
 Los Angeles, CA 90091-1009
 FAX: (323) 869-0634
 Telephone: (323) 832-7277 or (323) 832-7276

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**no shame.
no blame.
no names.**

now there's a way to
safely surrender your baby



The Safely Surrendered Baby Law A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

EXHIBIT C-1

NURSING SERVICES TRAINING PROGRAM

1. PURPOSE: The affiliation authorized under this Exhibit allows students from Long Beach City College to obtain observational and practical clinical experience in applied nursing services at Health Services' facilities indicated in Paragraph 3 of this Exhibit.

2. EVALUATION: At the end of each County fiscal year (July 1st through June 30th), an evaluation of the program shall be filed with the Administrator of each Health Services' Hospital participating in the program. This evaluation shall be prepared by Affiliate and shall be reviewed by County personnel designated by Director who are employed at Health Services' facilities listed in Paragraph 3 hereinbelow. Affiliate shall utilize for this purpose the Health Services' evaluation form dated May 1, 1979, as revised from time to time. Affiliate hereby acknowledges receipt from County representative of said evaluation form.

3. FACILITIES: The following facilities shall be used as additional training sites for this program:

- a. High Desert Health System
- b. Harbor/UCLA Medical Center
- c. LAC/USC Healthcare Network
- d. Martin Luther King/Drew Medical Center
- e. Olive View Medical Center
- f. Rancho Los Amigos Rehabilitation Center

4. TYPES/AREAS OF EXPERIENCE: The kind of nursing services training County

will endeavor to offer to students while at Health Services' facilities includes:

- a. Experience in direct patient service.
- b. Experience in interrelating with the total health care team at the facility.
- c. Experience in the use of equipment and supplies.
- d. Experience in following facility procedures.
- f. Experience with patient records and other required record keeping procedures.
- g. Experience in the application of student's training to clinical experience.

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